ONTARIO PHARMACISTS ASSOCIATION
BY-LAW NO. 1

(2023)

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BE IT ENACTED as a By-law of the **ONTARIO PHARMACISTS ASSOCIATION**, a corporation without share capital incorporated under the laws of the Province of Ontario (hereinafter referred to as the "**OPA**" or the "**Association**") as follows:

ARTICLE I
GENERAL

1.01 Definitions

In these By-laws of the Association, unless the context otherwise requires:

(a) "**Act**" means the *Corporations Act* (Ontario), and any statute that may be substituted therefor including without limitation the *Not-for-Profit Corporation Act* (Ontario) upon its coming into force;

(b) "**Advisory Council**" means a committee established by the Board to provide advice to the Board;

(c) "**Advisory Council Representative**" means the two (2) individuals previously elected by the Advisory Council to represent them on the Board as Directors-at-Large pursuant to an earlier, repealed By-law of the Association;

(d) "**Annual General Meeting**" or "**AGM**" means an annual general meeting of the Members;

(e) "**Annual Meeting**" means an annual meeting of Members;

(f) "**Board**" and "**Board of Directors**" mean the Board of Directors of the Association;

(g) "**By-law**" and "**By-laws**" means any by-law of the Association from time to time in force and effect;

(h) "**Canadian Pharmacists Association**" or "**CPhA**" means the Canadian Pharmacists Association;

(i) "**Canadian Pharmacists Association Representative**" or "**CPhA Representative**" means the individual chosen by the Board to sit on the board of directors of the Canadian Pharmacists Association;

(j) "**Chair**" means the Chair of the Board of Directors of the Association and for the purposes of the Act is the President as the term is employed therein;

(k) "**Code of Conduct for Members**" means the code of conduct of the Association for Members;

(l) "**Code of Conduct for Directors and Committee Members**" means the code of conduct of the OPA Board of Directors as set forth now or hereafter in the OPA Board Handbook;

(m) "**Corporate Member**" means any person, other than a natural person, which is accredited by the OCP to dispense pharmaceutical products or any person, other than a natural person, which is engaged in activities related to the dispensing of pharmaceutical products; however, a Corporate Member is not entitled to vote;

(n) "**Corporate Partner**" means an organization or group having connections with or affinities with the practise of pharmacy and which supports the objects of the Association; for greater certainty a Corporate Partner is not a Member;

(o) "**Correspondence Address**" means either the address of the primary residence or the primary place of practice of a Member to which postal communications to the Member is made as set out in the Association database and declared by the Member as his or her preferred address;

(p) "**Director-at-Large**" means a Director elected pursuant to Section 5.06 hereof;

(q) "**Director**" means an individual member of the Board and "**Directors**" means all members of the Board;

(r) "**Districts" and "District Groups**" mean those geographical subdivisions within the Province of Ontario which can be identified by the first letter of their respective postal codes and "**District**" means any one of the Districts;

(i) "**Eastern Ontario District**" means the geographic area having as the first letter of its postal code the letter "K";

(ii) "**Central Ontario District**" means the geographic area having as the first letter of its postal code the letter "L";

(iii) "**Metro Toronto District**" means the geographic area having as the first letter of its postal code the letter "M";

(iv) "**Western Ontario District**" means the geographic area having as the first letter of its postal code the letter "N"; and

(v) "**Northern Ontario District**" means the geographic area having as the first letter of its postal code the letter "P";

(s) "**District Group Member**" means a Member of a District Group;

(t) "**Director Term**" means a term of office as a Director:

(i) for a District Representative or a Director-at-Large, commencing on the date of his or her election and continuing until the termination of the third (3rd) Annual Meeting following his or her election;

(u) "**District Representative**" means an individual elected by District Group Members to the Board;

(v) "**Dues**" means the dues fixed by the Board from time to time pursuant to Section 2.02 hereof, and includes, without limitation, fees, fines and all other monies payable under any circumstances by a Member to the Association;

(w) "**Fees**" means the fees fixed by the Board from time to time pursuant to Section 2.02 hereof;

(x) "**Full Member**" means an individual who is duly licensed by OCP as a pharmacist in Ontario and who:

(i) has applied for and been accepted as a Member;

(ii) is ordinarily resident in Ontario; and

(iii) is up to date in respect of Dues and Fees as provided for herein;

(y) "**General Meeting**" means a general meeting of Members;

(z) "**Honourary Member**" means any individual who:

(i) has rendered exceptional services to the Association or to the profession of Pharmacy; or

(ii) is admitted to honourary membership for the purposes of serving as a Director-at-Large

and the term of membership of a Honourary Member shall be determined from time to time by the Board;

(aa) "**Hospital Pharmacist Group**" means all of the Hospital Pharmacist Members;

(bb) "**Hospital Pharmacist Member**" means an individual who is duly licensed by OCP as a pharmacist in Ontario and who:

(i) has applied for and been accepted as a Member;

(ii) is ordinarily resident in Ontario;

(iii) is up to date in respect of Dues and Fees as provided for herein; and

(iv) ordinarily is employed in Ontario by a hospital approved as a public hospital under the *Public Hospitals Act* (Ontario);

(cc) "**Immediate Family**" means an individual's father, mother, stepfather, stepmother, foster parent, brother, sister, stepbrother, stepsister, spouse, common law partner, child (including child of common law partner), stepchild, ward, father-in-law, mother-in-law or relative permanently residing with the individual, as the case may be;

(dd) "**In Good Standing**" means that an individual is not in arrears in respect of any amount payable by such individual to the Association for a period in excess of the time specified in the By-laws and his or her membership in the Association is not under suspension for any cause whatsoever;

(ee) "**Member**" means a Full Member, a Corporate Member, an Honourary Member, a Hospital Pharmacist Member, a Student Member, a Pharmacy Technician Member and a Supporting Member;

(ff) "**Officers**" means the Officers of the Association elected or appointed by the Board pursuant to Article IX;

(gg) "**OCP**" means the Ontario College of Pharmacists and any successor person regulating pharmacists in the Province of Ontario;

(hh) "**person**" includes an individual (whether acting as an executor, administrator, legal representative or otherwise), body corporate, unlimited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated association, unincorporated syndicate, any governmental or regulatory authority and any other legal or business entity;

(ii) "**Pharmacy Technician Group**" means all of the Pharmacy Technician Members;

(jj) "**Pharmacy Technician Member**" means an individual who is ordinarily resident in Ontario and has applied for and been accepted as a Member and

(i) is duly licensed by OCP as a technician, or

(ii) is enrolled in an accredited pharmacy technician program which confers academic qualifications entitling the recipient to be licensed or registered with OCP; and

(iii) is up to date in respect of Dues and Fees as provided for herein;

(kk) "**Regulation**" means a Regulation of the Association made from time to time by the Board;

(ll) "**Special Resolution**" means a resolution passed by the Directors and confirmed with or without variation by at least two-thirds of the votes cast at an Annual Meeting, General Meeting or Annual General Meeting;

(mm) "**Student Group**" means all of the Student Members;

(nn) "**Student Member**" means an individual who is ordinarily resident in Ontario who: **(i)** has applied for and been accepted as a Member; **(ii)** is enrolled as an undergraduate student in a university located in Canada or the United States which confers academic qualifications entitling the recipient to be licensed to practise the profession of pharmacy; and **(iii)** is up to date in respect of Dues and Fees as provided for herein and

(A) is enrolled as a full-time student in a postgraduate pharmacy program in Canada or the United States; or

(B) is participating in an accredited pharmacy residency program in Canada or the United States; or

(C) is working in a registered intern pharmacy program in Canada or the United States; or

(D) is registered in an International Pharmacy Graduate program affiliated with a university in Canada;

(oo) "**Supporting Member**" means an individual who: **(i)** is or was, as provided below, duly licensed as a pharmacist in any province in Canada; **(ii)** has applied for and been accepted as a Member; and **(iii)** ordinarily a non-resident of Ontario or has reached the age of 65 years or more in the calendar year immediately preceding the year in which the Dues and/or Fees payable by him or her are due; and

(A) is in receipt of disability benefits under the insurance program provided by the Association; or

(B) no longer holds a valid license as a pharmacist in any province of Canada as a result of having voluntarily surrendered his or her certificate of practice and was not required to surrender his or her certificate of practice by reason of disciplinary action or criminal activity;

(pp) "**telephonic or electronic means**" means any means that use the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, voice mail, fax, e-mail, automated touch-to-touch telephone systems, computer or computer networks;

(qq) "**Vice Chair**" means the Vice Chair of the Board; and

(rr) "**Voting Member**" means an individual who has been a Full or Honourary Member in good standing for a period of not less than ninety (90) days prior to the date of an Annual Meeting, a General Meeting or Annual General Meeting where Voting Members are to vote on any matter, with no Dues or Fees unpaid and outstanding.

1.02 Interpretation

(a) All terms contained in the By-law which are defined in the Act shall have the meanings given to such terms in the Act; words importing the singular number only shall include the

plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders;

(b) Words importing persons shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number of aggregate of persons; and

(c) The table of contents, article, section, subsection headings used in the By-laws and the Table of Contents are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

1.03 Territory

The Association may carry out its activities and conduct its affairs and exercise its powers in Ontario and in any jurisdiction outside Ontario to the extent the laws of that jurisdiction permit.

1.04 Head Office

The head office of the Association shall be in the City of Toronto, in the Province of Ontario at such location therein as may from time to time be designated by the Board of Directors.

1.05 Financial Year

The financial year of the Association shall terminate on the 31st day of December in each year or on such other date as the Board of Directors may from time to time by resolution determine.

1.06 Seal

The seal, an impression of which is in the margin hereof, shall be the seal of the Association.

1.07 Regulations by Board

The Board may from time to time make Regulations with regard to any matter not inconsistent with provincial and federal legislation, the letters patent or supplementary letters patent of the Association, or the By-laws of the Association, and in particular may make Regulations pursuant to or in furtherance of the objects of the Association.

1.08 Members' Deemed Agreement

All Members by their applications for membership, or by their applications for re-admission to membership, or by their continuance of membership shall agree and shall be deemed to have agreed with the Association to the terms of the By-laws, Regulations and the Code of Conduct for Members of the Association, as applicable, and all acts or things done thereunder, including the interpretation of any By-law or Regulation by the Board pursuant to the By-laws.

1.09 Application in Writing

Applications for admission or re-admission to membership shall be in writing including electronically through the Association's website and shall be in such form as the Association may from time to time prescribe.

1.10 Books and Records

The Board shall regularly and properly keep all necessary books and records of the Association required by this By-law or by any applicable statute or law.

1.11 Re-admission Application

Applicants for re-admission as a Member:

(a) shall comply with all of the requirements of the By-laws pertaining to application and qualification for membership and such further terms and conditions as the Board or its delegate may require in each individual case; and

(b) who resigned his or her membership or whose membership was suspended or revoked shall pay to the Association all current Fees and Dues which are payable at the time of such application.

ARTICLE II
MEMBERS

2.01 Who may be a Member

Membership in the Association shall be limited to those persons who qualify as Members and whose application to become a Member has been accepted by the Association in accordance with the provisions of this By-law. An individual shall not be entitled to be counted as more than one Member by virtue of his or her operating, being employed by or being an independent or dependent contractor to more than one pharmacy. The categories of membership are: Full Members, Corporate Members, Honourary Members, Hospital Pharmacy Members, Student Members, Pharmacy Technician Members, and Supporting Members.

2.02 Members to pay Dues and Fees

All Members shall pay such annual Dues and other Fees, if any, as are prescribed from time to time by the Board. All Members will be notified by the Association of the amount of the Dues and Fees payable by the Member at least thirty (30) days before they are due and the Dues and Fees payable by each Member category shall be posted to the Association’s website at least thirty (30) days before they are due.

2.03 When Dues and Fees are Payable

The annual Dues shall be payable on the date of admission to membership and on each date thereafter fixed by the Board from time to time for the payment of Dues generally. All other Fees shall be due and payable upon the imposition thereof.

2.04 Dues or Fees Unpaid for Sixty (60) days

(a) A Member whose Dues or Fees are unpaid for sixty (60) days or more from when payable, shall be notified by the Association that such Dues or Fees are overdue. If the Dues or Fees remain outstanding after the Member has been notified twice of same, then the membership of such Member shall be suspended until such time as the Dues or Fees, together with such amount of interest as the Association may specify, have been paid in full. The Association shall promptly give such Member notice of such suspension.

(b) In the event that the suspension of the membership of any Member pursuant to Section 2.04(a) continues for more than ninety (90) days, the Association may revoke the membership of any such Member and a notice of revocation shall be sent to the Member informing such Member that his or her membership has been revoked in accordance with the By-laws.

2.05 Membership not Transferable

Membership in the Association is not transferable.

2.06 Suspension and Revocation of Membership

(a) Where all of the rights and privileges of a Member under this By-law are suspended, the Member shall not, during the period of suspension, except as otherwise expressly provided in the By-law, be considered a Member for any purpose, and his or her name shall be removed from the register of Members for the period of suspension, and there shall be no refund of Dues and Fees paid.

(b) Notwithstanding the provisions of Section 2.06 (a), any Member shall, during the period of suspension, and as fully and to the same extent as if such rights and privileges had not been or become suspended,

(i) continue to be liable to pay all applicable Dues and Fees; and

(ii) continue to be required to comply with all requirements that apply to a Member, including but not limited to the requirements to comply with the obligations of a Member under this By-law and the Code of Conduct for Members.

(c) Upon the happening of any of the following events the membership of a Member:

(i) shall terminate on the death of an individual who is a Member without prejudice to those membership benefits which are intended to survive death including errors and omissions insurance and benefits for the family of such individual;

(ii) shall be revoked on the effective date of resignation if the Member resigns; or

(iii) shall be terminated effective immediately if the membership is ordered revoked by the Board or a committee appointed by the Board for failure to comply with the Code of Conduct for Members or if the membership is revoked pursuant to Section 2.04(b); and

(iv) shall be terminated immediately if the Member is removed pursuant to a resolution passed by the Members.

2.07 Resignation

A Member may resign as a Member of the Association at any time, provided, however, such Member shall continue to be liable to the Association for any unpaid Dues or Fees. All Dues and Fees are non-refundable.

2.08 Code of Conduct for Members

(a) The Board shall from time to time have the right to make Regulations respecting a code of conduct for Members.

(b) A complaint that a Member has failed to comply with the Code of Conduct for Members shall be made in the form and manner specified in the applicable Regulation. Each such complaint shall be considered by a committee appointed by the Board or by the Board who shall have such powers and responsibilities as set out in a Regulation, including without limitation, the power to revoke the membership of a Member. The decision of such committee is final and there shall be no appeal therefrom.

2.09 Liability of Members

Members shall not, as such, be held liable, answerable or responsible for any act, default, obligation or liability of the Association or for any engagement, claim, payment, loss, injury, transaction, matter or thing relating to or connected with the Association.

ARTICLE III
MEETINGS OF MEMBERS

3.01 Annual Meeting

(a) The Annual Meeting shall be held at such time and place and on such day within fifteen (15) months following the prior Annual Meeting as the Board may, by resolution from time to time, determine.

(b) The Annual Meeting of Members shall be held for the purposes of:

(i) receiving the minutes of the previous Annual Meeting, General Meeting or Annual General Meeting;

(ii) receiving the reports and statements required by the Act to be read at and laid before the Members of the Association at an Annual Meeting;

(iii) electing such Directors as are to be elected at such a meeting;

(iv) appointing the auditor and fixing or authorizing the Board of Directors to fix the remuneration therefor; and

(v) the transaction of any other business properly brought before the meeting.

3.02 General Meeting

(a) General Meetings may be convened by the Board or the Chair or Vice Chair to be held at such time and place as may be determined by the Board or the person calling the meeting.

(b) **(i)** The Members who hold at least 10 per cent of votes that may be cast at a meeting of the Members sought to be held may requisition the directors to call the meeting for the purposes stated in the requisition.

(ii) The requisition, which may consist of several documents of similar form each signed by one or more Members, must state the business to be transacted at the meeting and must be sent to each Director and to the registered office of the Association.

(iii) On receiving a requisition, the directors shall call a meeting of the members to transact the business stated in the requisition unless,

(A) a record date has been fixed by the Association and the directors have already called a meeting of the members and have given notice of a meeting which includes the business of the meeting as stated in the requisition; or

(B) the business of the meeting as stated in the requisition includes any of the following matters:

(1) it clearly appears that the primary purpose of the proposal is to enforce a personal claim or redress a personal grievance against the Association or its directors, officers, members or debt obligation holders;

(2) it clearly appears that the proposal does not relate in a significant way to the activities or affairs of the Association;

(3) not more than two years before the receipt of the proposal, the Member failed to present in person or by proxy, if authorized by the by-laws, at a meeting of the Members, a proposal that had been included in a notice of meeting at the Member's request;

(4) substantially the same proposal was submitted to Members in a notice of a meeting of the Members held not more than two years before the receipt of the proposal and the proposal was defeated; or

(5) the rights conferred by this section are being abused to secure publicity.

(iv) If the Directors do not call a meeting within 21 days after receiving the requisition, any Member who signed the requisition may call the meeting.

(v) A meeting called under this section shall be called as nearly as possible in the manner in which meetings are to be called under this By-law and the Act.

(vi) Unless the Members resolve otherwise at a meeting called under this Section, the Association shall reimburse the Members for the expenses reasonably incurred by them in requisitioning, calling and holding the meeting.

3.03 Place of Meetings

Meetings of Members may be held at any place in Ontario.

3.04 Notice

Notice stating the day, hour and place of the meeting and the general nature of the business to be transacted thereat shall be given to each Member in Good Standing who is shown on the books of the Association at the close of business on the day on which the notice is given and to the auditor of the Association at least ten (10) days before the date on which the meeting is to be held.

3.05 Persons Entitled to be Present

The only persons entitled to attend a meeting of Members shall be those Members entitled to receive notice thereof, the auditor of the Association and others who although not entitled to vote are entitled or permitted under any provision of the Act or the By-laws of the Association to be present at the meeting. Any other person may be admitted only with the consent of the chair of the meeting.

3.06 Voting

(a) Each Member in good standing of the Association is entitled to receive notice of a meeting of Members, however, only Voting Members shall be entitled to vote, and each Voting Member shall have one vote in respect of the business transacted at the meeting.

(b) At any meetings of Members, every question shall, unless otherwise required by the Act, the Letters Patent, Supplementary Letters Patent or By-laws of the Association, be decided by the majority of the votes duly cast on the question.

(c) At any meeting of Members, every question shall be decided by a show of hands unless otherwise required by a By-law of the Association, or unless a poll is required by the Chair or requested by any Member entitled to vote.

(d) In the case of an equality of votes, the Chair shall both on a show of hands and upon a poll, have the casting vote in addition to the vote or votes that the Chair may have as a Member and/or as proxyholder for any other Member or Members.

(e) Unless a poll is demanded, a declaration by the Chair that a resolution has been carried or defeated unanimously or by a particular majority, and an entry in the minutes of the meeting of the Members to that effect, shall be prima facie evidence of that fact.

(f) In the event a poll is demanded on any question, it shall be taken in such a manner and either at once or after adjournment as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

3.07 Quorum

Twenty-five (25) Voting Members of the Association present in person or by proxy shall constitute a quorum for the transaction of business at any meeting of Members.

3.08 Proxies

(a) Every Voting Member may, by a proxy in writing, appoint a person, who need not be a Voting Member, to attend and act at a meeting of Members in the same manner, to the same extent and with the same power as if the Voting Member was present at the meeting. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney authorized in writing, and shall cease to be valid after the final adjournment of the meeting.

(b) At the discretion of the Board of Directors, the notice calling any meeting may state that no proxy shall be entitled to vote at such meeting unless the instrument appointing him or her shall have been deposited with the Association at least forty-eight (48) hours before the time at which such meeting is held, and should such notice so state, no proxy shall be entitled to vote at such meeting unless such instrument shall have been so deposited.

(c) A proxy may be revoked by the Voting Member giving it by depositing such revocation either with the Association at least twenty-four (24) hours before the meeting for which it was given, or with the Chair of the meeting on the day of the meeting

3.09 Adjournment – Annual Meetings and General Meetings

(a) The Chair may, with the consent of the Voting Members present at an Annual Meeting, General Meeting or Annual General Meeting, adjourn the meeting, from time to time without prior notice to the Members.

(b) Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the meeting.

3.10 Rules of Order

In all cases for which no specific provision is prescribed by law or made in the By-laws, the rules and practice of the latest edition of Robert's Rules of Order shall govern as far as applicable, provided that no action of the Association or of the Board shall be invalid by reason only of an inadvertent failure to adhere to such rules.

3.11 Attendance Electronically

If and whenever the Association makes available the requisite communication facility, any person entitled to attend a meeting of Members may participate in the meeting by telephonic or

electronic means that permits all participants to communicate adequately with each other during the meeting. The loss of connectivity shall not invalidate the continuation of the meeting including any voting or resolutions considered by the Members present in person or by proxy. Any Member participating in a meeting by such means shall be deemed to be in attendance at the meeting.

3.12 Reports to Members

A copy of the annual financial statements of the Association and a copy of the auditors' report therein shall be furnished to each Member in Good Standing in accordance with the Act.

ARTICLE IV
MEETINGS OF DISTRICT GROUPS

4.01 District Groups

All Members who are not Corporate Members, Hospital Pharmacist Members, Student Members, Pharmacy Technician Members or Supporting Members are hereby assigned to District Groups. Subject to section 4.02, each District Group Member shall be a Member of the District Group encompassing the geographical territory in which his or her Correspondence Address is located. A District Group Member may not be a Member of more than one District Group at any time.

4.02 Member Transfer between District Groups

(a) Notwithstanding anything in this By-law contained to the contrary, a District Group Member may transfer his or her membership from the District Group of which he or she is a Member to membership of another District Group if the Correspondence Address of the District Group Member is located within such other District Group.

(b) Provided a District Group Member changes his or her Correspondence Address to a new District Group by February 1 in a particular year, that Member may nominate a person to become the District Representative, be nominated to be a District Representative, or vote for a nominee to become a District Representative in the new District Group in that particular year.

(c) Notwithstanding anything in this By-law contained to the contrary, a District Group Member shall formally notify the Association of any change of his or her Correspondence Address within three (3) months after change.

4.03 Meetings of District Groups

From time to time, the Association or a District Representative from the District Group may call for meetings of District Group Members for that District Group. Unless otherwise determined by the applicable District Group Members then in attendance, the District Representative shall serve as chair of the meetings of District Group Members. The District Representative shall provide the Association with prior notice of all such meetings of the District Group. The Chair, or a person designated by him or her, may attend any and all District Group meetings and participate

therein. The cost of holding any meeting of a District Group shall be for the personal account of the Members of the District Group unless the Board approves payment by the Association.

4.04 Place of Meetings

Meetings of District Group Members may be held at any place in Ontario.

4.05 Means of Meetings

A meeting of a District Group may be held by means such as telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a District Group Member participating in such a meeting by such means shall be deemed to be present at that meeting.

ARTICLE V
DIRECTORS

5.01 Duties of Directors

(a) Every Director and officer, in exercising his or her powers and discharging his or her duties to the Association shall:

(i) act honestly and in good faith with a view to the best interests of the Association; and

(ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) Every Director and officer shall comply with:

(i) the Act and the regulations made under it;

(ii) the Act or other instrument of incorporation of the Association (which for greater certainty, would include an instrument amending that instrument) and the By-laws.

(c) None of the following relieves a director or an officer of the Association from the duty to act in accordance with the Act and the regulations made under it or relieves him or her from liability for:

(i) a breach of the Act or those regulations:

(ii) A provision in a contract;

(iii) A provision in the Act or other instrument of incorporation of the Association (which for greater certainty, would include an instrument amending that instrument);

(iv) A provision in this By-law; and

(v) A provision in a resolution.

5.02 Number of Directors

Subject to the provisions of any Special Resolution changing the number of Directors, the affairs of the Association shall be managed by a Board composed of not more than fourteen (14) Directors elected as provided in Sections 5.04 to and including 5.06 and 5.09, as follows:

(a) two (2) of whom are the District Representatives elected by the Central Ontario District;

(b) two (2) of whom are the District Representatives elected by the Metro Toronto District;

(c) one (1) of whom is the District Representative elected by the Eastern Ontario District;

(d) one (1) of whom is the District Representative elected by the Western Ontario District;

(e) one (1) of whom is the District Representative elected by the Northern Ontario District;

(f) six (6) of whom are nominated by the Board as Directors-at-Large, pursuant to the requirements as defined in the Directors-At-Large Appointment Policy.

5.03 Qualifications

(a) Director's Eligibility Requirements: Except as otherwise set forth herein, no individual shall be eligible for nomination, election or appointment to, or to serve on, the Board as a Director:

(i) unless he or she is and continues to be a Member in Good Standing;

(ii) unless he or she is eighteen or more years of age;

(iii) if he or she has been found under the *Substitute Decisions Act, 1992* (Ontario) or under the *Mental Health Act* (Ontario) to be incapable of managing property or has been found to be declared incapable by a court in Canada or elsewhere;

(iv) if he or she is a person who has the status of a bankrupt;

(v) if he or she has been or is convicted of any criminal, regulatory or similar offence which the Board, whose decision shall be final, determines in its sole discretion would render that individual unfit or inappropriate to act as a Director, but subject to the right of the individual to make submissions to the Board in advance of such determination;

(vi) if he or she or an Immediate Family member is or becomes a full time or part time employee of the Association;

(vii) if he or she, being a Member, is subject to a proceeding relating to a breach of the Code of Conduct for Members;

(viii) if he or she, being a Director of the Board, is subject to a proceeding relating to a breach of the Code of Conduct for Directors and Committee Members;

(ix) if he or she submits a certification pursuant to 5.03(c) containing one or more inaccurate statements, unless the Board in its sole discretion determines that the individual is qualified as a candidate;

(x) if he or she is otherwise unfit or inappropriate to act as a Director as determined by the Board, whose decision shall be final, in its discretion, but subject to the right of the individual to make submissions to the Board in advance of such determination ;

(xi) if he or she fails to attend more than two Board meetings in any twelve-month period, unless otherwise determined by the Board; or

(xii) if he or she has resigned or was removed from the Board or has resigned or was removed as an employee of the Association, said person cannot run for office for a period of three years after their resignation or removal.

For greater certainty:

(xiii) the provisions of this Section 5.03 apply to every candidate for the office of Director regardless of by whom nominated and regardless of whether the individual has previously served or is continuing to serve as a Director; and

(xiv) the Governance and Nominating Committee may require any individual elected or appointed to, or serving on, the Board, to satisfy it that such individual continues to maintain his/her eligibility.

(b) Committee Member's Eligibility Requirements: The provisions of Section 5.03 (a) apply with necessary variations to service on a Board Committee or other Committees of the Association.

(c) Certification of Eligibility: A Member will certify in the consent to act as a Director delivered to the Chair of the Governance and Nominating Committee with his or her nomination for election that he or she possesses all of the qualifications for nomination or election to and service on the Board as a Director.

(d) Application to Directors-at-Large: The provisions of Section 5.03 (a), except clauses 5.03 (a)(i) and 5.03 (a)(viii), apply with necessary variations to a Director-at-Large.

5.04 Election of District Representatives

(a) The Districts shall be entitled to elect the number of District Representatives to the Board for a Director Term as set out below as long as they qualify in accordance with Section 5.03:

(i) The Eastern Ontario District shall be entitled to elect one (1) District Representative;

(ii) The Central Ontario District shall be entitled to elect two (2) District Representatives;

(iii) The Metro Toronto District shall be entitled to elect two (2) District Representatives;

(iv) The Western Ontario District shall be entitled to elect one (1) District Representative; and

(v) The Northern Ontario District shall be entitled to elect one (1) District Representative;

(b) If a District Representative resigns from the Board in accordance with the provision of Section 5.10(a)(ii)(B), he or she may be nominated to be and may be elected as a District Representative for the new District in which his or her Correspondence Address is located, subject to Section 5.10.

(c) Every Voting Member who has a Correspondence Address in a District is eligible to be nominated as a District Representative in that District as long as:

(i) he or she qualifies to be a Director as provided in Section 5.03 hereof; and

(ii) he or she has his or her Correspondence Address in the District on February 1st of the year in which the election of the District Representative will take place.

(d) The election of a District Representative shall be in accordance with the following procedure:

(i) At least ten (10) weeks prior to the Annual Meeting at which District Representatives are to be elected, the Association shall notify each Voting Member in each District of this fact requesting nominees for election of the District Representatives to be elected at the Annual Meeting. Such notification shall be by electronic mail and shall be addressed to each Voting Member at his or her latest electronic address that is on file with the Association, or, if there is not an electronic address on file, such notification shall be by fax transmission to the latest Member's fax number that is on file with the Association or by regular mail to the latest Member's Correspondence Address that is on file with the Association and shall be deemed to have been received as provided in Article XIII.

(ii) At least eight (8) weeks prior to the Annual Meeting at which District Representatives are to be elected, each nomination for District Representative shall be delivered to the Association having been executed by the nominee and at least three (3) Voting Members from the District for which the nominee is seeking election as a District Representative.

(iii) At least six (6) weeks prior to the Annual Meeting at which District Representatives are to be elected, the Association shall provide each Voting Member in each District

with his or her secure access to a ballot listing, in alphabetical order, the names of the nominees for District Representative. A Voting Member who has not received or has lost his or her secure access may apply to the Secretary for a secure access to a replacement ballot and the Secretary shall provide such Voting Member with a replacement ballot.

(iv) At least four (4) weeks prior to the Annual Meeting at which District Representatives are to be elected, Voting Members' ballots for their District Representatives must be received by the Association.

(v) The Chief Executive Officer or delegate and another staff Member, as appointed by the Chair, will validate all ballots and shall declare the nominee with the plurality of votes from each District to be a District Representative for that District, provided, however, if there be no plurality, the Chief Executive Officer will resolve the deadlock according to the following procedures:

(A) The nominees who are tied will be offered the option of reaching a compromise among themselves to determine which of them is to be elected as the District Representative.

(B) If the nominees are not able to reach a compromise to resolve the deadlock, a second ballot will be held; and

(C) In the event that there is no plurality on the second ballot, the Chief Executive Officer will resolve the deadlock with a flip of a coin and the winner of such flip shall be elected as the District Representative.

(vi) The Chief Executive Officer shall notify each nominee of the election results as soon as practicable and in any event within 2 business days of counting the ballots.

5.05 Selection of the Directors-at-Large

(a) The Board of Directors may select up to six (6) Directors to be known as "Directors-at-Large" or singularly as a "Director-at-Large" who qualify to be a Director in accordance with Section 5.03 hereof, employing guidelines developed for this purpose.

(b) Directors-at-Large shall be selected in accordance with the "Director-at-Large Appointment Policy" established by the Board from time to time.

(c) A Director-at-Large may not act as Chair or Vice Chair unless he or she is a pharmacist licensed by the OCP and is in good standing.

(d) At the Annual Meeting, the Directors-at-Large shall be confirmed and thereupon such person shall become a Member of the Board.

5.06 Appointment of the Canadian Pharmacists Association Representative

(a) Subject to Section 5.02, the Board of Directors may appoint a ex officio, non-voting representative to Board to be known as "Canadian Pharmacists Association Representative"

who will sit on the Board of Directors of the Canadian Pharmacists Association as the representative of the Association.

(b) The CPhA Representative must meet the guidelines approved by the Board to be nominated for and appointed to this position.

(c) The CPhA Representative may not act as Chair or Vice Chair of the Board of Directors of the Association nor serve in any capacity on any committee (i.e. Audit and Finance Committee, Governance and Nominating Committee, Economics-Committee).

(d) At the annual meeting of the Association, the endorsement of the CPhA Representative shall be confirmed and thereupon such person shall become an ex officio member of the Board.

(e) Nothing herein shall prevent a person who has ceased to be a CPhA Representative, after a period of three (3) consecutive years of not being a CPhA Representative, from being a member of the Board by reason of him or her becoming a District Representative or a Director-at-Large.

(f) Nothing herein shall prevent a person who has ceased to be a District Representative or a Director-at-Large from being appointed by the Board of Directors as the CPhA Representative immediately following completion of his or her term as being a District Representative or a Director-at-Large.

5.07 Directors Election and Retirement in Rotation

Subject to any other provisions of this By-law to the contrary, the Directors shall be elected by the Voting Members. Whenever possible, all Directors, including Directors-at-Large, shall retire in rotation.

5.08 Election of Directors

At or before each Annual General Meeting, a number of elected Directors equal to the number of elected Directors retiring (notwithstanding any planned changes as described herein) shall be elected for the term of office established in Section 1.01(u). The election of elected Directors shall be effective at the Annual Meeting.

5.09 Directors' Term Limits

(a) The following are the term limits for Directors:

(i) District Representatives and Directors-at-Large shall be limited to two (2) consecutive Director Terms, provided that after a Director Term has elapsed since they were last Directors they may seek the nomination again as a Director and if elected may serve up to an additional two (2) consecutive Director Terms.

(ii) If a District Representative changes his or her Correspondence Address from one District to another District, then:

(A) If more than five hundred and forty seven (547) days of his or her Director Term have elapsed then, the District Representative shall continue to serve as a Director for the District for which he or she was elected until completion of his or her current Director Term; or

(B) If less than five hundred and forty seven (547) days of his or her Director Term have elapsed, the District Representative shall resign as a Director within seven days after formally notifying the Association that his or her Correspondence Address has been changed from one District to another District, and the Board shall fill the vacancy according to Section 6.13.

(iii) Notwithstanding anything herein to the contrary, the term limit applicable to the position (CPhA Representative, Director-at-Large, or District Representative) for which a Director was first elected shall be the term limit for such Director (notwithstanding that such position may no longer exist), and the term limits applicable to such Director shall not be extended by virtue of their appointment or seeking election to a different position than the one to which such Director was first elected.

(b) Notwithstanding anything herein to the contrary, where the term limit of a Director has expired pursuant to Section 5.10(a), but he or she has been appointed by the Board to be the Vice Chair or Chair, his or her term as a Director shall continue until he or she is no longer the Vice Chair or Chair, if any, and the election or by-election to replace such Director shall be delayed until such time as the Director's term of office as Chair is about to expire.

5.10 Termination/Removal of Directors

(a) A Director shall cease to be a Director upon his or her:

(i) resignation in writing as a Director; or

(ii) death; or

(iii) ceasing to be qualified pursuant to Section 5.03 (a); or

(iv) being removed by the Members pursuant to Section 5.11 (b),

and the vacancy so created may be filled in the manner prescribed in Section 6.13;

(b) The Voting Members may, by resolution passed by a majority of the votes cast at a General Meeting or an Annual General Meeting of which notice specifying the intention to pass the resolution has been given, remove any Director before the expiration of his or her term of office, and may, by a majority of votes cast at that meeting elect any person in his or her stead for the remainder of his or her term; provided that any Director elected by a class or group of Members that has the exclusive right to elect the Director may only be removed by a resolution passed by a majority of the votes cast by the members of that class or group and only the members of that class or group may elect the Director's replacement. The Director being considered for removal shall not be eligible to vote on any resolution to remove him or her.

ARTICLE VI
MEETINGS OF THE DIRECTORS

6.01 Place of Meetings

Meetings of the Board of Directors may be held at such place in Ontario as the Chair may determine.

6.02 Means of Meetings

If all Directors present at or participating in the meeting consent, a meeting of the Board of Directors may be held by telephonic or electronic means which permit all person participating in the meeting to communicate with each other simultaneously and instantaneously, and a Director participating in such a meeting by such means shall be deemed to be present at that meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board of Directors.

6.03 Minutes of Meeting

Minutes of meetings of the Board shall only be made available to Directors.

6.04 Notice

(a) A meeting of the Board of Directors may be convened at any time by the Chair, Vice Chair or any three (3) Directors. Notice of any meeting of the Board of Directors shall be given to each Director at least forty-eight (48) hours before the meeting is to take place; provided always that meetings of the Board of Directors may be held at any time without formal notice if all the Directors are present or those absent waive notice or signify their consent in writing, whether before or after the meeting, to the meeting being held in their absence. Any irregularity in any meeting or in the notice thereof may be waived by any Director and such waiver may be validly given either before or after the meeting to which such waiver relates.

(b) For the first meeting of the Board of Directors to be held immediately following the conclusion of an Annual Meeting or General Meeting of Members or for a meeting of the Board of Directors at which a Director is appointed to fill a vacancy in the Board, no notice shall be necessary to the newly elected or appointed Director or Directors in order for the meeting to be duly constituted, provided that a quorum of the Directors is present.

6.05 Chair

If present, the Chair shall chair each meeting of the Board of Directors. In the absence of the Chair, or upon the vacation of such office until such time as the commencement of the term of the successor to such office, meetings of the Board of Directors shall be chaired by a member of the Board, if present, according to the following ranking: the Vice Chair, or any Director chosen by a majority of Directors attending the meeting.

6.06 Votes to Govern

At all meetings of the Board of Directors all questions shall be decided by a majority of the votes cast on the question; in case of an equality of votes, the Chair of the meeting shall be entitled to a second or casting vote.

6.07 Quorum

A majority of the Directors shall constitute a quorum for the transaction of business.

6.08 Regular Meetings

The Board may appoint a day or days in any month or months for regular meetings of the Board at a stated place and hour (each a "**Regular Meeting**"). There shall be at least four Regular Meetings per year of the Board. A copy of any resolution of the Board fixing the place and time of such Regular Meetings shall be sent to each Director forthwith after being passed. Unless otherwise provided for herein or by applicable law, no other notice shall be required for any Regular Meeting.

6.09 Adjournments

If within one-half hour after the time appointed for a meeting of the Board, a quorum is not present or, if after the commencement of a meeting of the Board, a quorum ceases to be present, the meeting shall stand adjourned until a day within two weeks to be determined by the chair of the meeting; provided that at the discretion of the chair of the meeting, the Directors present may discuss the subject matter of the adjourned meeting and minutes of such discussion shall be taken and circulated to all Directors but no votes shall be taken during any such discussion. At least forty-eight (48) hours' notice of the adjourned meeting shall be given to each Director.

6.10 Show of Hands

Each motion presented at a meeting of the Board shall be voted upon by a show of hands. Whenever a vote by show of hands shall has been taken upon a question, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the Board upon the said question.

6.11 Resolutions in Writing

Any resolution signed by all the Directors is as valid and effective as if passed at a meeting of the Board duly called, constituted and held for that purpose. Resolutions in writing may be signed in counterparts and resolutions in writing signed by one or more Directors and transmitted by facsimile to the Secretary shall be deemed to be duly signed by such Directors.

6.12 Persons Entitled to be Present

The Board shall, from time to time, by resolution, establish procedures with respect to the attendance of members of management of the Association at meetings of the Board. The Board

shall hold meetings in camera in accordance with policies established from time to time by the Board by resolution or where no such policies have been adopted, as determined by the Chair. Persons other than Directors may attend in camera meetings of the Board only upon the invitation of the chair of the meeting or with the consent of the Board.

6.13 Filling Vacancies

Subject to the Act, should a vacancy occur on the Board, for any reason, such vacancy may be filled by the Board appointing a person who otherwise qualifies to be a Director in accordance with Section 5.03 hereof (and, if applicable, who is from the group or organization that nominated the Director who has vacated his or her seat) to serve the remainder of the term of that Director who has vacated his or her seat.

6.14 Remuneration of Directors

Any person serving as a Director, or on a committee thereof, shall be remunerated according to the reimbursement policy approved by the Board. This reimbursement policy shall be available to Members on the Association website. The reimbursement shall be reasonable and adjusted from time to time to reflect economic changes.

6.15 Conflict of Interest

(a) ***Interest Declaration Required:*** Any Director or officer who (i) is a party to a material contract or transaction or proposed material contract or transaction with the Association; or (ii) is a director or an officer of, or has a material interest in, any person (including their Immediate Family) who is a party to a material contract or transaction or proposed material contract or transaction with the Association shall declare the nature and extent of his or her interest in the contract or transaction or their position or material interest in any Person who has an interest in the contract or transaction, in writing or by requesting to have it entered in the minutes of the meeting; and shall, before, during and after any meeting of the Board or a Committee, refrain from influencing or attempting to influence any consideration or vote on such matter. The Secretary will cause such disclosure to be recorded in the minutes of the Association. Any matters that come before the Board or Committee that appear to raise an issue of actual or potential conflict of interest for a Director arising from their relationship with their Immediate Family members may be raised by that Director, or any other Director for discussion and if, in the judgment of the Board, a potential or actual conflict may exist then the Director with the actual or potential conflict will be entitled to speak to the issue but not vote or be present for the vote. In any determination by the Board or Committee as to whether a potential or actual conflict arising out of such a relationship exists, the Director who is the subject of the discussion will be entitled to speak to the issue but will not vote or be present for such vote.

(b) ***Timing of Declaration:*** In the case of a proposed contract or transaction, the Director will declare his or her interest at the meeting of the Board or Committee at which the question of entering into the contract or transaction is first taken into consideration or if he or she is not present at such meeting, then at the first Board or Committee meeting held thereafter. If the Director is not at the date of that meeting interested in the proposed contract or transaction, he or she will make the declaration at the first Board or Committee meeting which is held after he or she becomes interested in the proposed contract or transaction. In the case where the Director becomes

interested in a contract or transaction after it is made, the Director will declare his or her interest at the first Board or Committee meeting held after he or she becomes so interested.

(c) ***Requirement to Withdraw from Meeting:*** Any Director who has declared an interest in any proposed contract or transaction or contract or transaction or other financial interest with the Association which is being discussed will absent himself or herself during the discussion of and vote upon the matter and the event will be recorded in the minutes.

(d) ***Vote Prohibited When Possess Interest:*** Directors will not vote on any proposed contract or transaction or on a contract or transaction with the Association in which they have a direct or indirect financial interest and will declare the details of such interest prior to the discussion and vote on such matter.

(e) ***Prohibition on Contracts:*** Directors and their Immediate Family will not enter into any proposed contract or transaction to provide goods or services to the Association: unless the Director has declared any interest therein, he or she has absented himself or herself from the meeting at which the question of entering into the contract or transaction is considered, he or she has refrained from voting thereon and the contract or transaction was awarded on a competitive bid basis.

ARTICLE VII
COMMITTEES

7.01 Board Committee Prescribed

At the first meeting of the Board after each Annual Meeting, and subject to the provisions of Section 7.03, the Board, or in the case of the Economics Committee (howsoever described) the Governance and Nominating Committee at its first meeting after each Annual Meeting, will appoint the chair and sufficient Directors to meet the mandate and charter of the following standing committees (collectively, the "**Board Committees**"):

(a) Audit and Finance Committee;

(b) Governance and Nominating Committee; and

(c) Economics Committee, as or otherwise hereafter from time to time described.

7.02 Committees May Be Appointed

The Board may also from time to time appoint such other committees, working groups and/or task forces consisting of Members or other individuals as the Board considers desirable to assist it in the management of the affairs of the Association.

7.03 GNC Recommendation for Appointments

The Governance and Nominating Committee shall recommend to the Board the names of candidates for the chair and members of each Board Committee.

7.04 Ex-Officio Committee Meetings

The Chair and the Chief Executive Officer are ex-officio members of all committees and shall be entitled to notice of and to attend at every committee meeting. The Chair shall have the right to vote at every committee meeting and the Chief Executive Office shall not have the right to vote at any Committee meeting.

7.05 Board Authority to Revoke Appointment

The appointment by the Board of any Member or member of the Board or other individual to a Board Committee or other committee of the Association may be revoked at any time by the Board.

7.06 Board Determination Composition

Each Board Committee will be constituted in such manner as the Board may determine from time to time or in accordance with the mandate and charter or terms of reference for any member of a Board Committee shall be a voting or non-voting member of such Board Committee.

7.07 Board May Prescribe Committee Procedures

The convening of and procedure at meetings of each Board Committee and other committees established by the Board will be conducted in the manner established by the Board from time to time in the mandate and charter for each Board Committee and each other committee or in a separate policy or terms of reference.

7.08 Board May Prescribe Committee Duties

The Board may, in addition to any duties imposed by the By-laws, impose such duties on any Board Committee or other committee and their respective Members or member of the Board as it considers appropriate from time to time.

7.09 Committees to Report to the Board

All Board Committees and committees established by the Board will report their activities directly to the Board unless otherwise directed by the Board.

7.10 Where Board Approval Required

No resolution of any Board Committee or other committee will be binding on the Board unless and until approved by the Board.

ARTICLE VIII
MEETINGS OF COMMITTEES

8.01 Place of Meetings

Meetings of a committee may be held at such place in Ontario as the chair of the committee may determine.

8.02 Means of Meetings

If all members of a committee present at or participating in the meeting consent, a meeting of the committee may be held by telephonic or electronic means such as permit all person participating in the meeting to communicate with each other simultaneously and instantaneously, and a member of the committee participating in such a meeting by such means shall be deemed to be present at that meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the committee.

8.03 Notice

A meeting of a committee may be convened at any time by the chair or by any two members of the committee. Notice of any meeting of a committee shall be given to each member thereof at least twenty-four (24) hours (excluding any part of Sunday) before the meeting is to take place; provided always that meetings of the committee may be held at any time without formal notice if all the members are present or those absent waive notice or signify their consent in writing, whether before or after the meeting, to the meeting being held in their absence. Any irregularity in any meeting or in the notice thereof may be waived by any member of the committee and such waiver may be validly given either before or after the meeting to which such waiver relates.

8.04 Votes to Govern

At all meetings of a committee all questions shall be decided by a majority of the votes cast on the question provided that in case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.

8.05 Quorum

A majority of Members of a committee shall constitute a quorum for the transaction of business.

8.06 Chair

At all meetings of the committee, if he or she is present, the chair of the committee, or in the absence of the chair, the vice chair of the committee, or in the absence of the vice chair of the committee, the Member of the committee then present who has served the longest, shall act as its chair.

ARTICLE IX
OFFICERS

9.01 Chair

The Board of Directors shall appoint from among themselves a Chair for a term commencing at the meeting of Directors immediately following the Annual General Meeting of the Association and ending at the meeting of Directors immediately following the second (2nd) succeeding Annual General Meeting of the Association following the Annual General Meeting at which the Chair was elected.

9.02 Vice Chair

The Board of Directors shall appoint from among themselves a Vice Chair for a term commencing at the meeting of Directors immediately following the 2019 Annual Meeting of the Association and every second (2nd) year thereafter, the Board shall appoint among themselves a Vice Chair for a term of two (2) years.

9.03 Chief Executive Officer

From time to time, the Board of Directors shall appoint a Chief Executive Officer who may but need not be a Member and who will hold office until the appointment is terminated by the Board or he or she resigns.

9.04 Other Officers

From time to time, the Board of Directors shall appoint a Secretary and a Treasurer, and may appoint such other officers, as the Board of Directors may determine including one or more assistants to any of the officers so appointed. The officers so appointed need not be members of the Board of Directors or Members of the Association. One person may hold more than one office, and if the same person holds both the office of Secretary and the office of Treasurer, he or she may be known as the Secretary-Treasurer. At the first meeting of the Board following each Annual Meeting, the Board shall appoint such officers for a term ending at the meeting of the Directors immediately following the next Annual Meeting. An individual may be appointed to serve as such an officer for one or more additional terms, at the pleasure of the Board.

9.05 Removal

The Board of Directors may, by resolution passed at a meeting of the Board of Directors by the affirmative vote of at least a majority of Directors present at such meeting, remove at its pleasure any officer of the Association.

ARTICLE X
DUTIES OF OFFICERS

10.01 Chair

The Chair shall preside over and chair all meetings of the Board of Directors as well as meetings of Members of the Association. The Chair may attend all meetings of committees of the

Board. The Chair shall work closely with the Chief Executive Officer to ensure that the mandate of the Board is carried out by the persons reporting to the Chief Executive Officer.

10.02 Vice Chair

In the absence of the Chair or in the event of his or her refusing or being unable to act, the Vice Chair shall assume the responsibilities and duties of the Chair.

10.03 Chief Executive Officer

The Chief Executive Officer shall be charged with the general supervision of the business and affairs of the Association. The Chief Executive Officer shall be entitled to notice of and to be present at meetings of the Board of Directors.

10.04 Secretary

The Secretary shall give, or cause to be given, all notices required to be given to Members, Directors and auditors; he or she shall: **(a)** make best efforts to attend all meetings of the Board and of general or special meetings of the Members at large, **(b)** cause to be entered in books kept for that purpose minutes of all proceedings at such meetings, **(c)** shall keep or supervise the keeping of full and accurate minutes of all proceedings at such meetings, **(d)** be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Association and of all books, papers, records, documents and other instruments belonging to the Association; and **(e)** perform such other duties as may from time to time be prescribed by the Board of Directors. For greater certainty, the Secretary need not be the secretary of any of the committees of the Board.

10.05 Treasurer

The Treasurer shall: **(a)** keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Association and, under the direction of the Board of Directors, **(b)** control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Association; **(c)** render to the Board of Directors at the meetings thereof, or whenever required of him or her, an account of all his or her transactions as Treasurer and of the financial position of the Association; and **(d)** perform other duties as may from time to time be prescribed by the Board of Directors.

10.06 Other Officers

The duties of all other officers of the Association shall be such as the terms of their engagement call for or the Board of Directors requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board of Directors otherwise directs.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS AND OFFICERS

11.01 Indemnification of Directors and Officers

(a) The Association shall indemnify, defend and hold harmless Protected Persons, from and against all costs, charges and expenses, including, for greater certainty, an amount paid to settle an action or satisfy a judgment and the right to receive the first dollar payout, and without deduction or any co-payment requirement reasonably incurred by the individual in respect of:

(i) any civil, criminal, administrative, investigative or other action or proceeding in which the individual is involved because of that association with the Association or other entity.

(ii) any demand, action, suit or proceeding which is brought, commenced or prosecuted against such Protected Person in respect of any act, deed, matter or thing whatsoever, made, done or permitted or not permitted by such Protected Person, in or in relation to the execution of the duties of such office or in respect of any such liability; or

(iii) in relation to the affairs of the Association generally, save and except such costs, charges or expenses as are occasioned by the failure of such protected person to act honestly and in good faith in the performance of the duties of office

(b) "**Protected Person**" means:

(i) a director or officer of the Association and a former director or officer of the Association;

(ii) an individual who acts or acted at the Association's request as a director or officer, or in a similar capacity, of another entity; and

(iii) a member of a Committee who has undertaken, or, with the direction of the Association is about to undertake, any liability on behalf of the Association or any Association controlled by the Association, whether in the person's personal capacity or as a director or Officer or employee or volunteer of such Association

including without limitation their respective heirs, executors and administrators, estate, successors and assigns

(c) The Association may advance money to a director, officer or other individual referred to in subsection (a) for the costs, charges and expenses of an action or proceeding referred to in that subsection, but the individual shall repay the money if the individual does not fulfil the conditions set out in subsection (c).

(d) The Association shall not indemnify an individual under subsection (a) unless,

(i) the individual acted honestly and in good faith with a view to the best interests of the Association or other entity, as the case may be; and

(ii) if the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

(e) The Association, with the approval of the court, indemnify an individual referred to in subsection (a), or advance money under subsection (b), in respect of an action by or on behalf of the Association or other entity to obtain a judgment in its favour to which the individual is made a party because of the individual's association with the Association or other entity as described in subsection (a), against all costs, charges and expenses reasonably incurred by the individual in connection with such action, if the individual fulfils the conditions set out in subsection (c).

(f) Despite subsection (a), an individual referred to in that subsection is entitled to indemnity from the Association in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defence of any civil, criminal, administrative, investigative or other action or proceeding to which the individual is subject because of the individual's association with the Association or other entity as described in subsection (a), if the individual,

(i) was not judged by any court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done; and

(ii) fulfils the conditions set out in subsection (d).

(g) Nothing in these By-laws shall limit the right of any person, firm or Association entitled to indemnity to claim indemnity apart from the provisions of the By-laws to the extent permitted by any legislation or law.

11.02 Insurance

(a) The Association shall purchase and maintain appropriate liability insurance for the benefit of the Association and each Protected Person, which insurance shall include:

(i) property and public liability insurance;

(ii) Directors' and Officers' insurance; and

(iii) such other insurance as the Board sees fit from time to time;

with coverage limits in amounts per occurrence, with aggregate maximum limits and with insurers, all as deemed appropriate by the Board from time to time.

(b) The Association shall ensure that each Director and Officer is added as a named insured to any policy of Directors' and Officers' insurance maintained by the Association.

(c) It shall be the obligation of any person seeking insurance coverage or indemnity from the Association to co-operate fully with the Association in the defence of any demand, claim or suit made against such person, and to make no admission of responsibility or liability to any third party without the prior agreement of the Association.

11.03 Directors and Officers Liability Exclusion

Except as otherwise provided by Section 11.01 (d) hereof and save as may be otherwise provided in any applicable law, no present or past Director or Officer of the Association and Protected Person shall be personally liable for any loss or damage or expense to the Association arising out of the acts (including wilful, negligent or accidental conduct), receipts, neglects, omissions or defaults of such Director or Officer or of any other Director or Officer or employee, servant, agent, volunteer or independent contractor arising from any of the following:

(a) insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association;

(b) insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association shall be placed out or invested;

(c) loss or damage arising from the bankruptcy or insolvency of any person, firm or Organization including any person with whom or which any monies, securities or effects shall be lodged or deposited;

(d) loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with monies, securities or other assets belonging to the Association;

(e) loss, damage or misfortune whatever which may occur in the execution of the duties of the Director's or Officer's respective office or trust or in relation thereto; and

(f) loss or damage arising from any wilful act, assault, act of negligence, breach of fiduciary or other duty or failure to render aid of any sort.

11.04 Director and Others Not Liable

No Director, officer, employee or member of a committee of the Association or Protected Person will be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee or member of a committee or an agent of the Association or for joining in any receipt or act or for any loss, damage or expense incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association will be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom or which any monies, securities or effects will be lodged or deposited or for any loss occasioned by any error of judgment or oversight on his or her part or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office, employment or trust or in relation thereto unless the same will be occasioned by his or her own willful act or through his or her own willful neglect or default.

ARTICLE XII
EXECUTION OF CONTRACTS, INVESTMENTS AND BANKING

12.01 Contracts

(a) Documents requiring the signature of the Association may be signed on behalf of Association by the Chief Executive Officer or his or her delegate, subject to policies adopted by the Board with respect to the execution of documents.

(b) If the seal of the Association is required, it may be affixed to any document by the Chief Executive Officer or his or her delegate.

12.02 Banking

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Association and in such manner as the Board of Directors may from time to time designate by resolution.

12.03 Investments

The Board or its delegate may invest in or re-invest the funds of the Association in such prudent manner as determined by the Board. The Board may employ, at such remuneration as it deems fit, such technical or professional assistance as it may require in the purchase, sale and management of the investments of the Association.

ARTICLE XIII
NOTICE

13.01 Method of Giving

Any notice or other document to be given to a Member, Director, officer or auditor of the Association under any provision of the Letters Patent, Supplementary Letters Patent or By-laws of the Association or of the Act shall be sufficiently given if given in writing and delivered personally to the person to whom it is to be given, or if delivered to his or her last address as recorded in the books of the Association, or if mailed by prepaid ordinary or air mail in a sealed envelope addressed to him or her at his or her last address as recorded in the books of the Association, or if delivered by electronic means to his or her latest electronic address on file with the Association. A notice or document so delivered shall be deemed to have been given when it is delivered personally or at the address aforesaid; and a notice or document so mailed shall be deemed to have been given one day after it was deposited in a post office or public letter box; and a notice deposited at an office of a telegraph company as aforesaid shall be deemed to have been given when so deposited. A notice or document delivered by electronic means or fax shall be deemed to have been received on the date it was sent.

13.02 Computation of Time

In computing the date when notice must be given under any provision of the Letters Patent, Supplementary Letters Patent or By-laws of the Association or of the Act requiring a specified

number of days' notice of any meeting or other event, the date of giving the notice and the date of the meeting or other event shall be excluded. In computing the time when notice must be given under any provision of the Letters Patent, Supplementary Letters Patent or By- laws of the Association or of the Act requiring a specified number of hours' notice of any meeting or other event, the hour of giving the notice and the hour of the meeting or other events shall be excluded.

13.03 Omissions and Errors

The accidental omission to give any notice to any Member, Director, officer or auditor or the non-receipt of any notice by any Member, Director, officer or auditor or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

13.04 Waiver of Notice

Any Member, his or her duly appointed proxy, or any Director, officer or the auditor of the Association may waive any notice required to be given to him or her under any provision of the Letters Patent, Supplementary Letters Patent or the By-laws of the Association or of the Act, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

ARTICLE XIV
BORROWING

14.01 Borrowing

The Board of Directors may by resolution from time to time:

(a) borrow money upon the credit of the Association by obtaining loans or advances or by way of overdraft or otherwise;

(b) issue, sell or pledge securities of the Association for such sums on such terms and at such prices, as they may deem expedient;

(c) assign, transfer, convey, hypothecate, mortgage, pledge, charge or give security in any manner upon all or any of the real or personal, moveable or immovable property, rights, powers, chooses in action, or other assets, present or future, of the Association to secure any such securities or other securities of the Association or any money borrowed or to be borrowed or any obligations or liabilities as aforesaid or otherwise of the Association heretofore, now or hereafter made or incurred directly or indirectly or otherwise; and

(d) without in any way limiting the powers herein conferred upon the Board of Directors, give security or promises to give security, agreements, documents and instruments in any manner or form under the bank or otherwise to secure any money borrowed or to be borrowed or any obligations or liabilities as aforesaid or otherwise of the Association heretofore, now or hereafter made or incurred directly or indirectly or otherwise;

provided that any or all of the foregoing powers may from time to time be delegated by the Board of Directors to any one or more of the Directors or officers of the Association.

ARTICLE XV
AMENDMENTS TO THE BY-LAWS

15.01 Coming into Force of By-law

This By-Law shall come into force when enacted by the Board in accordance with the Act.

15.02 Amendments of By-laws – Interim

Subject to the Act and the Letters Patent or the Supplementary Letters Patent, as applicable, of the Association, the Board may make, amend or repeal any By-Law that regulates the activities or affairs of the Association. Any such By-Law, amendment or repeal shall be effective from the date of the resolution of Directors until the next meeting of Members where it may be confirmed, rejected or amended by resolution of the Members.

15.03 Amendment of By-laws – Member Approval

If the By-Law amendment or repeal is confirmed or confirmed as amended by the Members, it remains effective in the form in which it was confirmed. The By-Law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

ARTICLE XVI
REPEAL OF PRIOR BY-LAWS

16.01 Repeal of Prior By-laws

Subject to the provisions of Section 16.03, all prior By-laws of the Association heretofore enacted or made are repealed.

16.02 No Repeal of Borrowing By-laws

The provisions of Section 16.01 shall not extend to any by-laws heretofore enacted to provide the Board of Directors with the authority to borrow.

16.03 No Impairment of Prior Acts.

The repeal of prior by-laws shall not impair in any way the validity of any act or thing done pursuant to any such repealed by-law.

PASSED by the Board of Directors the 20th day of April 2023.

[President]

[Secretary]

CONFIRMED by the Members of the Association the 11th day of May 2023.

[President]

[Secretary]